

NOT FOR PUBLICATION

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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THE BRIDGES FINANCIAL GROUP, INC.,)
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Plaintiff,)
)
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v.)
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)
BEECH HILL COMPANY, INC.; THOMAS J.)
ERNST; THE DOROTHY J. VALGENTI TRUST;)
DOROTHY J. VALGENTI; MR. DOROTHY J.)
VALGENTI; JOANNA VALGENTI ERNST;)
THE ESSEX & SUSSEX CONDOMINIUM)
ASSOCIATION, INC.; and UNKNOWN)
TENANTS OR OCCUPANTS NO. 1-10,)
)
)
Defendants.)
)
)

Hon. Garrett E. Brown, Jr.

Civil Action No. 09-2686

ORDER

This matter having come before the Court upon Plaintiff's responsive submissions to this Court's Opinion and Order of April 18, 2011, which requested supplemental documentation regarding Plaintiff's claim for interest and reasonable attorneys' fees and costs; and it appearing that Plaintiff seeks default judgment against Defendant Thomas J. Ernst in the sum of \$410,851.59 (*see* Doc. No. 103); and it appearing that the Court granted default judgment in the April 18 Opinion and Order; and it appearing that Mr. Ernst filed a second bankruptcy proceeding three days prior to the Court's April 18 Opinion and Order, but failed to notify the Court for purposes of the automatic bankruptcy stay (*see* Doc. No. 102 (Apr. 21, 2011 Letter from Jerrold S. Kulback)); and it appearing that the second bankruptcy action was dismissed by order of May 26, 2011, *In re: Thomas John Ernst*, Bankr. No. 11-21718-MBK, Doc. No. 26

(Bankr. D.N.J. May 26, 2011), and that the automatic stay has therefore expired, *see* 11 U.S.C. § 362(c)(2)(B);

IT IS THIS 6th day of June, 2011,

ORDERED that the default judgment against Mr. Ernst entered by the April 18 Opinion and Order is hereby REINSTATED, for the reasons stated therein.

This Court has carefully reviewed Plaintiff's supplemental submissions and exhibits regarding the calculation of damages, including the supplemental affidavit of David J. Bridges, Plaintiff's President and Chief Operating Officer. Plaintiff now concedes that the loan agreement did not authorize recovery of attorneys' fees and therefore waives its request for fees. (Bridges Suppl. Aff. of Apr. 20, 2011 ¶ 8.) The Court is satisfied that the damages and interest asserted by Plaintiff is authorized under the applicable loan agreement, and that Plaintiff's calculation of interest is proper. Accordingly, it is further

ORDERED that DAMAGES are hereby AWARDED in favor of Plaintiff and against Mr. Ernst in the total amount requested by Plaintiff, \$410,851.59, consisting of \$210,596.86 in principal and \$200,254.73 in interest.

/s/ Garrett E. Brown, Jr.
GARRETT E. BROWN, JR., U.S.D.J.